

NOTICE OF APPLICATION FOR
PREJUDGMENT REMEDY/CLAIM FOR
HEARING TO CONTEST APPLICATION
OR CLAIM EXEMPTION

JD-CV-53 Rev. 7-01
C.G.S. §§ 52-278c et seq.


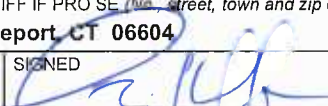
STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

INSTRUCTIONS TO PLAINTIFF/APPLICANT

1. Complete section I in connection with all prejudgment remedies EXCEPT ex parte prejudgment remedies and submit to the Clerk along with your application and other required documents.
2. Upon receipt of signed order for hearing from clerk, serve this form on defendant(s) with other required documents.

COURT USE ONLY	
CLPJRA Application For PJR	CLPJRHG Contest PJR Application (If Section III Completed)

SECTION I - CASE INFORMATION (To be completed by Plaintiff/Applicant)

<input checked="" type="checkbox"/> Judicial District <input type="checkbox"/> Housing Session <input type="checkbox"/> G.A. No. _____	COURT ADDRESS 1061 Main Street, Bridgeport, CT 06604
Has a temporary restraining order been requested? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	AMOUNT, LEGAL INTEREST, OR PROPERTY IN DEMAND, EXCLUSIVE OF INTEREST AND COSTS IS ("X" one of the following) <input type="checkbox"/> LESS THAN \$2500 <input type="checkbox"/> \$2500 THROUGH \$14,999.99 <input checked="" type="checkbox"/> \$15,000 OR MORE ("X" if applicable) <input type="checkbox"/> CLAIMING OTHER RELIEF IN ADDITION TO OR IN LIEU OF MONEY DAMAGES
NAME OF CASE (First-named plaintiff vs. First-named defendant) Town of Fairfield v. Julian Development, LLC	 C L P J R A
<input type="checkbox"/> SEE ATTACHED FORM JD-CV-67 FOR CONTINUATION OF PARTIES	
CASE TYPE (From Judicial Branch code list) MAJOR: C MINOR: 90	NO. COUNTS 4
NAME AND ADDRESS OF PLAINTIFF/APPLICANT (Person making application for Prejudgment Remedy) (No., street, town and zip code) Town of Fairfield, 725 Old Post Road, Fairfield, CT 06824	
NAME(S), ADDRESS(ES) AND TELEPHONE NO(S). OF DEFENDANT(S) AGAINST WHOM PREJUDGMENT REMEDY IS SOUGHT (No., street, town and zip code) (Attach additional sheet if necessary) Julian Development, LLC, 615 Plains Road, Milford, CT 06461	
NAME AND ADDRESS OF ANY THIRD PERSON HOLDING PROPERTY OF DEFENDANT WHO IS TO BE MADE A GARNISHEE BY PROCESS PREVENTING DISSIPATION	
FOR THE PLAINTIFF(S) ENTER THE APPEARANCE OF:	NAME AND ADDRESS OF ATTORNEY, LAW FIRM OR PLAINTIFF IF PRO SE (No., street, town and zip code) Cohen and Wolf, P. C., 1115 Broad Street, Bridgeport, CT 06604
TELEPHONE NO. 203-368-0211	JURIS NO. (If atty. or law firm) 010032
SIGNED 	
DATE SIGNED 4/25/2017	

SECTION II - NOTICE TO DEFENDANT

You have rights specified in the Connecticut General Statutes, including Chapter 903a, that you may wish to exercise concerning this application for a prejudgment remedy. These rights include the right to a hearing:

- (1) to object to the proposed prejudgment remedy because you have a defense to or set-off against the action or a counterclaim against the plaintiff or because the amount sought in the application for the prejudgment remedy is unreasonably high or because payment of any judgment that may be rendered against you is covered by any insurance that may be available to you;
- (2) to request that the plaintiff post a bond in accordance with section 52-278d of the General Statutes to secure you against any damages that may result from the prejudgment remedy;
- (3) to request that you be allowed to substitute a bond for the prejudgment remedy sought; and
- (4) to show that the property sought to be subjected to the prejudgment remedy is exempt from such a prejudgment remedy.

You may request a hearing to contest the application for a prejudgment remedy, assert any exemption or make a request concerning the posting or substitution of a bond in connection with the prejudgment remedy. **The hearing may be requested by any proper motion or by completing section III below and returning this form to the superior court at the Court Address listed above.**

You have a right to appear and be heard at the hearing on the application to be held at the above court location on:

DATE May 15 2017	TIME 9:30 AM	COURTROOM 787
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SECTION III - DEFENDANT'S CLAIM AND REQUEST FOR HEARING (To be completed by Defendant)

I, the defendant named below, request a hearing to contest the application for prejudgment remedy, claim an exemption or request the posting or substitution of a bond. I claim: ("X" the appropriate boxes)

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <input type="checkbox"/> that the amount sought in the application for prejudgment remedy is unreasonably high. | <input type="checkbox"/> a defense, counterclaim, set-off, or exemption. |
| <input type="checkbox"/> that any judgment that may be rendered is adequately secured by insurance. | <input type="checkbox"/> that I be allowed to substitute a bond for the prejudgment remedy. |
| <input type="checkbox"/> that the plaintiff be required to post a bond to secure me against any damages that may result from the prejudgment remedy. | |

I certify that a copy of the above claim was mailed/delivered to the Plaintiff or the Plaintiff's attorney on the Date Mailed/Delivered shown below.

DATE COPY(IES) MAILED/DELIVERED	SIGNED (Defendant)	DATE SIGNED
TYPE OR PRINT NAME AND ADDRESS OF DEFENDANT		DOCKET NO. PJR CV 17 5032827
NAME OF EACH PARTY SERVED*		ADDRESS AT WHICH SERVICE WAS MADE*

*If necessary, attach additional sheet with names of each party served and the address at which service was made.

NOTICE REGARDING HEARING

JD-CL-105 Rev. 2/13

STATE OF CONNECTICUT
OFFICE OF THE CLERK
SUPERIOR COURT

www.jud.ct.gov



Notice Regarding Hearing

A hearing has been scheduled for this matter on the date and time shown on the attached order which has been signed by the judge or a clerk of the court. You or an attorney representing you must come to court on the date and time shown in the order if you want to contest this matter.

The court will conduct a conference with you or your attorney and the applicant or the applicant's attorney on this hearing date. The purpose of the conference is to attempt to resolve issues and to schedule a hearing for this matter if it is required. The Court will not hold a hearing, at which witnesses can testify and evidence will be presented, on this date. If a hearing is required, the Court will schedule the matter for a hearing. The hearing is usually scheduled within two weeks of the conference.

If you or your attorney do not come to court on the date and time shown on the attached order, the Court **may** make a decision on this matter based on the papers filed by the applicant without scheduling a hearing at which witnesses can testify and evidence will be presented.

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

RETURN DATE: June 20, 2017

: SUPERIOR COURT

TOWN OF FAIRFIELD

: JUDICIAL DISTRICT OF
FAIRFIELD

v.

: AT BRIDGEPORT

JULIAN DEVELOPMENT, LLC

: APRIL 25, 2017

APPLICATION FOR PREJUDGMENT REMEDY

TO THE SUPERIOR COURT FOR THE JUDICIAL DISTRICT OF FAIRFIELD:

The undersigned represents:

1. That the Town of Fairfield, a municipality in the State of Connecticut, is about to commence an action against Julian Development, LLC, a Connecticut limited liability company with a principal place of business at 615 Plains Road, Milford, CT 06461 (the "Company"), pursuant to the attached Affidavit and proposed unsigned Writ, Summons and Complaint.

2. That there is probable cause that a judgment in the amount of the prejudgment remedy sought, or an amount greater than that of the amount of the prejudgment remedy sought, taking into account any known defenses, counterclaims or setoffs, will be rendered in the matter in favor of the applicant and that to secure the judgment, the applicant seeks an order from this Court directing that the following prejudgment remedy be granted to secure the sum of \$3,000,000.00:

- A. To attach the real property of the Company, wherever located, as disclosed pursuant to Plaintiff's Motion for Disclosure of Assets.
- B. To garnishee any and all bank accounts, receivables or other assets of the Company sufficient to secure such sum.
- C. To attach any and all furniture, fixtures, inventory, equipment, motor vehicles and machinery owned by the Company, or as disclosed pursuant to Plaintiff's Motion for Disclosure of Assets.
- D. To attach and/or garnishee any and all assets of the Company about which Plaintiff may hereafter learn.
- E. To require the Company to disclose assets sufficient to satisfy said prejudgment remedy, in accordance with Connecticut General Statutes Section 52-278n and the accompanying Motion for Disclosure of Assets.

THE PLAINTIFF

By: 

Stuart M. Katz, Esq.
Ari J. Hoffman, Esq.
Cohen and Wolf, P.C.
1115 Broad Street, P.O. Box 1821
Bridgeport, CT 06601-1821
(203) 368-0211
Juris No. 10032
skatz@cohenandwolf.com
ahoffman@cohenandwolf.com

RETURN DATE: June 20, 2017

: SUPERIOR COURT

TOWN OF FAIRFIELD

: JUDICIAL DISTRICT OF
FAIRFIELD

v.

: AT BRIDGEPORT

JULIAN DEVELOPMENT, LLC

: _____, 2017

ORDER FOR PREJUDGMENT REMEDY

WHEREAS, the Town of Fairfield, the Plaintiff in the above-captioned action, has made application for the issuance of a prejudgment remedy pursuant to Connecticut General Statutes Sections 52-278 et seq.; and

(AFTER HEARING - APPEARING DEFENDANT)

WHEREAS, after due hearing where the Plaintiff and the Defendant appeared and were fully heard, it is found that there is probable cause that a judgment in the amount of the prejudgment remedy sought, or in an amount greater than the amount of the prejudgment remedy sought, taking into account any known defenses, counterclaims, or setoffs will be rendered in this matter in favor of the Plaintiff, and that the Application for Prejudgment Remedy should be granted; or

(AFTER HEARING - NON-APPEARING DEFENDANT)

WHEREAS, after due hearing at which Plaintiff appeared and was fully heard, but the Defendant made default on appearance, it is found that copies of the Application for Prejudgment Remedy, accompanying Affidavit, proposed Order for Prejudgment Remedy, proposed unsigned Writ, Summons and Complaint, Motion for Disclosure of Assets, proposed Order for Disclosure of Assets, Notice and Claim Form, Order for Hearing and Notice, and Summons for Hearing were duly served on the Defendant, as appears from the certification of service on file, and it is also found that there is probable cause that a judgment in the amount of the prejudgment remedy sought, or in an amount greater than the amount of the prejudgment remedy sought, taking into account any known defenses, counterclaims or setoffs, will be rendered in this matter in favor of the Plaintiff, and that the Application for Prejudgment Remedy should be granted:

NOW, THEREFORE, it is hereby ordered that the following prejudgment remedy be ordered in favor of Plaintiff Town of Fairfield in order to secure the sum of \$_____:

- 1) Plaintiff Town of Fairfield may attach to the value of \$_____ the interest of Defendant Julian Development, LLC (the "Company") in any real property, wherever located, as disclosed pursuant to the plaintiff's Motion for Disclosure of Assets
- 2) Plaintiff Town of Fairfield may garnishee to the value of \$_____ the interest of the Company in any and all bank accounts, receivables or other assets sufficient to secure such sum.

- 3) Plaintiff Town of Fairfield may garnishee to the value of \$_____ the interest of the Company in any and all furniture, fixtures, inventory, equipment, motor vehicles and machinery owned by the Company, or as disclosed pursuant to the plaintiff's Motion for Disclosure of Assets
- 4) Plaintiff Town of Fairfield may attach and/or garnishee to the value of \$_____ any and all assets of the Company about which plaintiff may hereafter learn.
- 5) Plaintiff Town of Fairfield may attach to the value of \$_____ the interest of the Company in any assets which may be disclosed by reason of the plaintiff's Motion for Disclosure of Assets.

Dated at Bridgeport, Connecticut this _____ day of _____, 2017.

BY THE COURT

Judge \ Clerk

RETURN DATE: June, 20, 2017

:

SUPERIOR COURT

TOWN OF FAIRFIELD

:

JUDICIAL DISTRICT OF
FAIRFIELD

v.

:

AT BRIDGEPORT

JULIAN DEVELOPMENT, LLC

:

APRIL 25, 2017

SUMMONS AND COMPLAINT

TO ANY PROPER OFFICER:

BY AUTHORITY OF THE STATE OF CONNECTICUT you are hereby commanded in accordance with the accompanying Order for Prejudgment Remedy, without delay, to cause to be attached in favor of Plaintiff Town of Fairfield, a municipality in the State of Connecticut, the interest of Defendant Julian Development, LLC, a Connecticut limited liability company with a principal place of business at 615 Plains Road, Milford, CT 06461 (the "Company"), in the following, which are further described in the attached Order for Prejudgment Remedy, to secure the sum of \$3,000,000.00:

- A. The interest of the Company in any real property, wherever located, as disclosed pursuant to Plaintiff's Motion for Disclosure of Assets.
- B. Any and all bank accounts, receivables or other assets of the Company sufficient to secure such sum.
- C. Any and all furniture, fixtures, inventory, equipment, motor vehicles and machinery owned by the Company, or as disclosed pursuant to Plaintiff's Motion for Disclosure of Assets.

- D. Any and all furniture, fixtures, inventory, equipment, motor vehicles and machinery owned by the Company, or as disclosed pursuant to Plaintiff's Motion for Disclosure of Assets.
- E. Any and all assets of the Company about which Plaintiff may hereafter learn.
- F. Any assets disclosed by the Company sufficient to satisfy said prejudgment remedy, in accordance with Connecticut General Statutes Section 52-278n and the accompanying Motion for Disclosure of Assets.

AND YOU ARE FURTHER COMMANDED to summon Julian Development, LLC, a Connecticut limited liability company with a principal place of business at 615 Plains Road, Milford, Connecticut 06461, to appear before the Superior Court, Judicial District of Fairfield at Bridgeport, 1061 Main Street, Bridgeport, Connecticut, and such appearance should be made by the Defendant or its attorney, by filing a written notice of appearance with the Clerk of the Court, on or before the second day following the return date, then and there to answer to Plaintiff Town of Fairfield, a municipality in the State of Connecticut, in a civil action in which the Plaintiff complains and says:

FIRST COUNT (Breach of Contract)

1. Plaintiff Town of Fairfield (the "Town") is a municipality in the State of Connecticut.
2. Defendant Julian Development, LLC ("Julian Development") is a Connecticut limited liability company with a principal place of business at 615 Plains Road, Milford, Connecticut.
3. In early April 2013, the Town issued a Request for Proposal #2013-73 (the "RFP"), on

behalf of its Department of Public Works, seeking “proposals from qualified contractors for the operation of the construction material processing facility located within the operations complex situated on One Rod Highway [n/k/a Richard White Way], Fairfield, Connecticut.” The Town was seeking a qualified contractor “to provide labor, materials, equipment, and all else necessary, for the operation of the construction material processing facility...” (the “Project”).

4. The RFP included the Project’s terms, conditions and specifications.

5. On or about April 26, 2013, the Town issued Addendum #1 to the RFP. Addendum #1 provided that, “[i]t is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents....”

6. On or about May 2, 2013, Julian Development submitted to the Town a fully executed bid for the Project, with the signed RFP and Addendum #1 (the RFP and Addendum #1 are together, the “Agreement”).

7. In a Notice of Award dated May 8, 2013, the Town notified Julian Development in writing that it was the successful bidder and that it was “awarded the contract to provide labor, materials, equipment, and all else necessary, for the operation of the material processing facility per the scope of services / specifications and terms and conditions as set out in the [Agreement]....”

8. Pursuant to the Agreement, Julian Development was, *inter alia*, “required to reduce the total height and volume of the current stockpile of the existing material on site.” The Agreement further

set forth:

On the attached site map, the peak of the center of the pile is at an elevation of 60 feet. The goal is to reduce the maximum elevation of the entire site to 30 feet by the end of the second year (December 15, 2014). [Julian Development] will be required to report on the progress schedule of attaining this goal as part of a regularly scheduled quarterly operations meeting to be held approximately **1st April; 1st July; 1st October and 31st December** of each year. The Town will also monitor and confirm this progress by regular or periodic inspections. For the third year of the agreement, [Julian Development] shall maintain the maximum 30 feet elevation requirement on the site. Based on the current surface elevations recently obtained, it is estimated that the amount of material currently over the 30 feet elevation is well over 40,000 cubic yards. Therefore, there needs to be approximately 20,000 cubic yards of existing material removed from the site during each of the next two (2) years, in addition to accounting for the new material that is brought in during this time. (emphasis in original)

9. The Agreement also prohibited the acceptance of hazardous or contaminated materials on the Project's site. In particular, the Agreement provided:

There will also be a prohibition on the acceptance of hazardous or contaminated materials [on the site]. [Julian Development] will be responsible for the proper removal and cleanup of any environmental issues caused by their operations, as well as the removal of any unacceptable materials. [Julian Development] must comply with all federal, state and other local regulations.

10. The Agreement required Julian Development to "inspect all loads, stop work, and notify the Superintendent of Public Works immediately if any contaminated material [was] brought to the facility." (emphasis in original)

11. The Agreement required that “[Julian Development] shall be thoroughly familiar with the requirements of all specifications,” and also provided that “[t]he submission of a proposal shall be construed as evidence that [Julian Development] has examined the actual job conditions, requirements, and specifications.”

12. The Agreement additionally required Julian Development to provide a performance bond equal to the amount of \$50,000.00 for the duration of the Agreement to guarantee the faithful performance of the Agreement.

13. Julian Development operated the Project on the site from June 2013 until December 2016, when the Town terminated its relationship with Julian Development.

14. The Town terminated its relationship with Julian Development since Julian Development breached the Agreement, as further set forth below:

- d) Julian Development failed to reduce the total height and volume of the current stockpile of the existing material on site. On the contrary, the stockpile approximately tripled in total height and volume from 2013 to 2016. In spring 2013, the stockpile was approximately 40,000 cubic yards/56,000 tons; in December 2016, the stockpile had grown to approximately 120,000 cubic yards/164,000 tons.
- e) Julian Development accepted hazardous or contaminated materials on the site; it

did not inspect each load and did not notify the Superintendent of Public Works that hazardous or contaminated materials were brought to the site.

- f) Notwithstanding Julian Development's representations that it would provide a performance bond for the duration of the Agreement, the Town has been unable to collect on any such purported bond.

- 15. As a result of the foregoing breaches, the Town has suffered damages.

SECOND COUNT (Breach of Covenant of Good Faith and Fair Dealing)

1-14. Paragraphs 1-14 of the First Count are hereby incorporated and realleged as paragraphs 1 through 14 of the Second Count.

15. Julian Development implicitly covenanted with the Town that it would employ good faith and fair dealing in the course of the Project.

16. By virtue of the acts and conduct described above, Julian Development has breached the implied covenant of good faith and fair dealing in connection with the Agreement.

17. As a result of this breach of the implied covenant of good faith and fair dealing, the Town has suffered damages.

THIRD COUNT (Promissory Estoppel)

1-4. Paragraphs 1 through 4 of the First Count are hereby realleged as Paragraphs 1 through 4 of this Second Count.

5. In responding to the RFP in 2013, Julian Development promised the following to the Town:

- a. It would reduce the total height and volume of the current stockpile of the existing material on site. Its goal would be to reduce the maximum elevation of the entire site from 60 feet to 30 feet by the end of the second year (December 15, 2014); and it would thereafter maintain the maximum 30 feet elevation requirement on the site. It would remove 20,000 cubic yards of existing material from the site during each of the next two years, in addition to accounting for the new material that would be brought in during that time.
- b. It would not accept hazardous or contaminated materials on the site; it would inspect each load and would notify the Superintendent of Public Works if hazardous or contaminated materials were brought to the site; and it would be responsible for the proper removal and cleanup of any environmental issues caused by its operations, as well as the removal of any unacceptable materials.
- c. It would provide a performance bond equal to the amount of \$50,000.00 for the

duration of the Agreement to guarantee the faithful performance of the Agreement.

6. Based upon the foregoing promises, the Town engaged Julian Development in May 2013 for the Project, and specifically, to provide labor, materials, equipment and all else necessary for the operation of the construction material processing facility located at One Rod Highway n/k/a Richard White Way in Fairfield, Connecticut.

7. Julian Development should have reasonably expected that its promises, as set forth above, would have induced the Town to engage Julian Development in connection with the Project.

8. Julian Development's promises, as set forth above, did induce the Town to engage Julian Development in connection with the Project.

9. Notwithstanding that the Town engaged Julian Development in connection with the Project, Julian Development failed to act in accordance with its promises, since:

- a. Julian Development failed to reduce the total height and volume of the current stockpile of the existing material on site. On the contrary, the stockpile approximately tripled in total height and volume from 2013 to 2016. In spring 2013, the stockpile was approximately 40,000 cubic yards/56,000 tons; in December 2016, the stockpile had grown to approximately 120,000 cubic yards/164,000 tons.

- b. Julian Development accepted hazardous or contaminated materials on the site; it did not inspect each load and did not notify the Superintendent of Public Works that hazardous or contaminated materials were brought to the site.
- c. Julian Development failed to provide a true or genuine performance bond equal to the amount of \$50,000 for the duration of the Agreement to guarantee the faithful performance of the Agreement.

10. As a result of the Town's detrimental reliance on Julian Development's promises, as described above, the Town has suffered damages.

FOURTH COUNT (CUTPA)

1-17. Paragraphs 1 through 17 of the Second Count are hereby realleged as Paragraphs 1 through 17 of this Fourth Count.

18. Julian Development is engaged in trade or commerce in Connecticut within the meaning of Section 42-110a(4) of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§42-110a, et seq. ("CUTPA"), and its misconduct, as set forth above, was done in the course of trade or commerce in Connecticut.

19. The acts of Julian Development set forth above offend public policy as established by

statutes and cases, and constitute immoral, unethical, oppressive and unscrupulous conduct, and caused substantial injury to the Town.

20. Julian Development's actions constitute a violation of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§42-110a, et seq.

21. As a result of the foregoing, the Town has suffered ascertainable loss of money or property.

22. As a result of Julian Development's CUTPA violations, the Town is entitled to recover from Julian Development money damages, attorney's fees, and punitive damages as provided by Conn. Gen. Stat. §42-110g.

23. A copy of this Complaint will be mailed to the Attorney General of the State of Connecticut and to the Commissioner of Consumer Protection of the State of Connecticut pursuant to Conn. Gen. Stat. §42-110g(c).

WHEREFORE, Plaintiff Town of Fairfield demands:

1. Money damages;
2. Interest;
3. Costs;
4. Attorney's fees and punitive damages, pursuant to Conn. Gen. Stat. §42-110a, et seq.; and
5. Such other and further relief as the Court deems just and equitable.

THE PLAINTIFF

By: 

Stuart M. Katz, Esq.

Ari J. Hoffman, Esq.

Cohen and Wolf, P.C.

1115 Broad Street, P.O. Box 1821

Bridgeport, CT 06601-1821

(203) 368-0211

Juris No. 10032

skatz@cohenandwolf.com

ahoffman@cohenandwolf.com

RETURN DATE: June 20, 2017

TOWN OF FAIRFIELD

v.

JULIAN DEVELOPMENT, LLC

: SUPERIOR COURT

: JUDICIAL DISTRICT OF
FAIRFIELD

: AT BRIDGEPORT

: APRIL 25, 2017

STATEMENT RE: AMOUNT IN DEMAND

The amount, legal interest or property in demand in the above-captioned matter is in excess of \$15,000.00, exclusive of interest and costs.

THE PLAINTIFF

By: 

Stuart M. Katz, Esq.
Ari J. Hoffman, Esq.
Cohen and Wolf, P.C.
1115 Broad Street, P.O. Box 1821
Bridgeport, CT 06601-1821
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RETURN DATE: June 20, 2017

SUPERIOR COURT

TOWN OF FAIRFIELD

JUDICIAL DISTRICT OF
FAIRFIELD

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AT BRIDGEPORT

JULIAN DEVELOPMENT, LLC

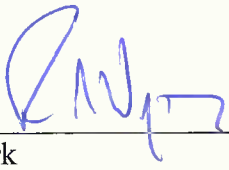
April 25, 2017

ORDER FOR HEARING AND NOTICE

The Application for Prejudgment Remedy in the above-captioned action having been presented to the Court, it is hereby ordered that a hearing be held before the Superior Court, Judicial District of Fairfield at Bridgeport, 1061 Main Street, Bridgeport, Connecticut, on the 15th day of MAY, 2017, at 9:30 a.m. and that the Plaintiff give notice to the Defendant in accordance with Connecticut General Statutes Section 52-278c of the pendency of the Application and of the time and place it will be heard by causing a true and attested copy of the Application, the proposed unsigned Writ, Summons and Complaint, Affidavit and this Order, together, with the Notice and Claim Form as is required under Subsection (e) of Section 52-278c, to be served upon the Defendant by some proper officer or indifferent person on or before MAY 16, 2017, and that due return of service be made to this Court.

Dated at Bridgeport, Connecticut this 25th day of April, 2017.

BY THE COURT



Judge / Clerk

RETURN DATE: June 20, 2017

SUPERIOR COURT

TOWN OF FAIRFIELD

JUDICIAL DISTRICT OF
FAIRFIELD

v.

AT BRIDGEPORT

JULIAN DEVELOPMENT, LLC

APRIL 25, 2017


SUMMONS FOR HEARING

TO ANY PROPER OFFICER:

By authority of the State of Connecticut, you are hereby commanded to serve a true and attested copy of the above Application for Prejudgment Remedy, Notice and Claim Form, proposed unsigned Writ, Summons and Complaint, Affidavit, Motion for Disclosure of Assets, Proposed Order for Disclosure of Assets, proposed Order for Prejudgment Remedy, and Order for Hearing and Notice, upon Defendant Julian Development, LLC, 615 Plains Road, Milford, CT 06461, by serving the same in the manner prescribed by law, on or before May 11, 2017.

Hereof, fail not, but do service and return make.

Dated at Bridgeport, Connecticut this 28th day of April, 2017.



Ari J. Hoffman, Esq.
Commissioner of the Superior Court

RETURN DATE: June 20, 2017

: SUPERIOR COURT

TOWN OF FAIRFIELD

: JUDICIAL DISTRICT OF
FAIRFIELD

v.

: AT BRIDGEPORT

JULIAN DEVELOPMENT, LLC

: APRIL 25, 2017

MOTION FOR DISCLOSURE OF ASSETS

Pursuant to Connecticut General Statutes Section 52-278n, Plaintiff Town of Fairfield hereby moves that Defendant Julian Development, LLC be ordered to submit to Plaintiff's attorney and the Court within seven (7) days of the date of such order, a sworn statement setting forth any and all assets and any and all property, whether real, personal, tangible or intangible, in which the Defendant has any interest, and any and all debts owing to the Defendant, sufficient to satisfy a prejudgment remedy in the amount of \$3,000,000.00.

THE PLAINTIFF

By: 

Stuart M. Katz, Esq.

Ari J. Hoffman, Esq.

Cohen and Wolf, P.C.

1115 Broad Street, P.O. Box 1821

Bridgeport, CT 06601-1821

(203) 368-0211

Juris No. 10032

skatz@cohenandwolf.com

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RETURN DATE: June 20, 2017

TOWN OF FAIRFIELD

v.

JULIAN DEVELOPMENT, LLC

:

SUPERIOR COURT

:

JUDICIAL DISTRICT OF
FAIRFIELD

:

AT BRIDGEPORT

:

_____, 2017

ORDER FOR DISCLOSURE OF ASSETS

The foregoing Motion for Disclosure of Assets having been heard, it is hereby ORDERED:

GRANTED / DENIED and

FURTHER ORDERED that within seven (7) days of the date hereof, Defendant Julian Development, LLC shall submit to the Plaintiff's attorney, a sworn statement setting forth any and all assets, and any and all property, whether real, personal, tangible or intangible, in which the Defendant has any interest, and any and all debts owing to the Defendant sufficient to satisfy the prejudgment remedy in the amount of \$ _____ granted to Plaintiff in the above-captioned action.

Dated at Bridgeport, Connecticut this _____ day of _____, 2017.

BY THE COURT

Judge \ Clerk

RETURN DATE: June 20, 2017

: SUPERIOR COURT

TOWN OF FAIRFIELD

: JUDICIAL DISTRICT OF
FAIRFIELD

v.

: AT BRIDGEPORT

JULIAN DEVELOPMENT, LLC

: APRIL 25, 2017

AFFIDAVIT

STATE OF CONNECTICUT)
) ss.: Bridgeport
COUNTY OF FAIRFIELD)

I, Joseph Michelangelo, being duly sworn, hereby depose and say:

1. I am over eighteen (18) years of age and believe in the obligations of an oath.
2. I have read the Application for Prejudgment Remedy and proposed Complaint in the above-captioned action, and the facts set forth in each are true and correct to the best of my knowledge and belief.
3. I am an individual residing in the State of Connecticut.
4. I am employed by the Town of Fairfield as the Director of Public Works.
5. In early April 2013, the Town issued a Request for Proposal #2013-73 (the "RFP"), on behalf of its Department of Public Works, seeking "proposals from qualified contractors for the operation of the construction material processing facility located within the operations complex situated

on One Rod Highway [n/k/a Richard White Way], Fairfield, Connecticut.” The Town was seeking a qualified contractor “to provide labor, materials, equipment, and all else necessary, for the operation of the construction material processing facility...” (the “Project”).

6. The RFP included the Project’s terms, conditions and specifications.

7. On or about April 26, 2013, the Town issued Addendum #1 to the RFP. Addendum #1 provided that, “[i]t is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents....”

8. On or about May 2, 2013, Julian Development submitted to the Town a fully executed bid for the Project, with the signed RFP and Addendum #1 (the RFP and Addendum #1 are together, the “Agreement”).

9. In a Notice of Award dated May 8, 2013, the Town notified Julian Development in writing that it was the successful bidder and that it was “awarded the contract to provide labor, materials, equipment, and all else necessary, for the operation of the material processing facility per the scope of services / specifications and terms and conditions as set out in the [Agreement]....”

10. Pursuant to the Agreement, Julian Development was, *inter alia*, “required to reduce the total height and volume of the current stockpile of the existing material on site.” The Agreement further set forth:

On the attached site map, the peak of the center of the pile is at an elevation of 60 feet. The goal is to reduce the maximum elevation of the

entire site to 30 feet by the end of the second year (December 15, 2014). [Julian Development] will be required to report on the progress schedule of attaining this goal as part of a regularly scheduled quarterly operations meeting to be held approximately **1st April; 1st July; 1st October and 31st December** of each year. The Town will also monitor and confirm this progress by regular or periodic inspections. For the third year of the agreement, [Julian Development] shall maintain the maximum 30 feet elevation requirement on the site. Based on the current surface elevations recently obtained, it is estimated that the amount of material currently over the 30 feet elevation is well over 40,000 cubic yards. Therefore, there needs to be approximately 20,000 cubic yards of existing material removed from the site during each of the next two (2) years, in addition to accounting for the new material that is brought in during this time. (emphasis in original)

11. The Agreement also prohibited the acceptance of hazardous or contaminated materials on the Project's site. In particular, the Agreement provided:

There will also be a prohibition on the acceptance of hazardous or contaminated materials [on the site]. [Julian Development] will be responsible for the proper removal and cleanup of any environmental issues caused by their operations, as well as the removal of any unacceptable materials. [Julian Development] must comply with all federal, state and other local regulations.

12. The Agreement required Julian Development to "inspect all loads, stop work, and notify the Superintendent of Public Works immediately if any contaminated material [was] brought to the facility." (emphasis in original)

13. The Agreement required that "[Julian Development] shall be thoroughly familiar with the requirements of all specifications," and also provided that "[t]he submission of a proposal shall be

construed as evidence that [Julian Development] has examined the actual job conditions, requirements, and specifications.”

14. The Agreement additionally required Julian Development to provide a performance bond equal to the amount of \$50,000.00 for the duration of the Agreement to guarantee the faithful performance of the Agreement.

15. Julian Development operated the Project on the site from June 2013 until December 2016, when the Town terminated its relationship with Julian Development.

16. The Town terminated its relationship with Julian Development since Julian Development breached the Agreement, as further set forth below:

- a) Julian Development failed to reduce the total height and volume of the current stockpile of the existing material on site. On the contrary, the stockpile approximately tripled in total height and volume from 2013 to 2016. In spring 2013, the stockpile was approximately 40,000 cubic yards/56,000 tons; in December 2016, the stockpile had grown to approximately 120,000 cubic yards/164,000 tons.
- b) Julian Development accepted hazardous or contaminated materials on the site; it did not inspect each load and did not notify the Superintendent of Public Works that hazardous or contaminated materials were brought to the site.

- c) Notwithstanding Julian Development's representations that it would provide a performance bond for the duration of the Agreement, the Town has been unable to collect on any such purported bond.

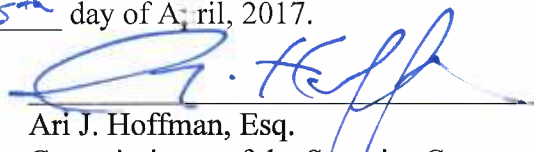
17. As a result of Julian Development's misconduct, the Town has suffered damages in an amount not less than \$3,000,000.00.

18. In my opinion, the foregoing facts are sufficient to show that there is probable cause that a judgment in the amount of the prejudgment remedy sought or an amount greater than that of the amount of the prejudgment remedy sought, taking into account any known defenses, counterclaims or setoffs, will be rendered in my favor in the above-captioned action in an amount not less than \$3,000,000.00 and that an order should enter allowing me to attach or garnishee to the extent of \$3,000,000.00 sufficient receivables and/or assets of the Company to secure this sum.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of April, 2017.


Joseph Michelangelo

Subscribed and sworn to before me this 25th day of April, 2017.


Ari J. Hoffman, Esq.
Commissioner of the Superior Court

Joseph L.A. Felner Jr.
Connecticut State Marshal
Fairfield County
P.O. Box 596
Fairfield CT 06824

Cell Phone
(203) 209-0430

STATE OF CONNECTICUT

SS: Fairfield

Date: May 8, 2017

COUNTY OF FAIRFIELD

Then and there, by virtue hereof and by special direction of the plaintiffs' attorney, I made service of the within and foregoing original **Notice of Application For Prejudgment Remedy / Claim For Hearing To Contest Application or Claim Exemption, Notice Regarding Hearing, Application For Prejudgment Remedy, Order For Prejudgment Remedy, Summons And Complaint, Statement Re: Amount In Demand, Order For Hearing And Notice, Summons For Hearing, Motion For Disclosure Of Assets, Order For Disclosure Of Assets, and Affidavit** by leaving a true and attested copy for **Julian Development, LLC** at the usual place of abode of **Andrew Julian (Member)** 69 Turkey Roost Road, Monroe, CT.

The within and foregoing is **Notice of Application For Prejudgment Remedy / Claim For Hearing To Contest Application or Claim Exemption, Notice Regarding Hearing, Application For Prejudgment Remedy, Order For Prejudgment Remedy, Summons And Complaint, Statement Re: Amount In Demand, Order For Hearing And Notice, Summons For Hearing, Motion For Disclosure Of Assets, Order For Disclosure Of Assets, and Affidavit** with my doings thereon endorsed.

Attest: _____



Joseph L.A. Felner Jr.
Connecticut State Marshal
Fairfield County



State of Connecticut Judicial Branch Civil and Family E-Services



Attorney/Firm: COHEN & WOLF PC (010032)

E-Mail: kela@cohenandwolf.com Logout[Hide Instructions](#)**You have successfully e-filed!**

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Confirmation of E-filed Transaction (print this page for your records)

Docket Number:	FBT-CV-17-5032827-S
Case Name:	TOWN OF FAIRFIELD v. JULIAN DEVELOPMENT, LLC
Type of Transaction:	Pleading/Motion/Other document
Date Filed:	May-11-2017
Motion/Pleading by:	COHEN & WOLF PC (010032)
Document Filed:	101.00 RETURN OF PREJUDGMENT REMEDY AS SERVED Including PRJ Order for Hearing and Marshal's Return
Date and Time of Transaction:	Thursday, May 11, 2017 3:34:31 PM

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